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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



Applicant : Amit Patel, et al.)
 App. No. : 09/827,030)
 Filed : April 5, 2001)
 For : CLIENT INSTALLATION AND)
 EXECUTION SYSTEM FOR)
 STREAMED APPLICATIONS)
 Examiner : Unknown

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Technology Center 2100

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). The entire chain of title of this invention is listed below with reference to copies of the assignments, which are enclosed as Exhibits A – C.

| EXHIBIT | ASSIGNOR/ASSIGNEE | RECORDATION DATE | FRAME/REEL NUMBERS |
|-----------|--|-------------------|-----------------------------|
| EXHIBIT A | Assignor: Credit Managers Association of California dba CMA Business Credit Services Assignee: Endeavors Technology, Inc. | September 3, 2003 | Reel: 013939 Frame: 0521 |
| EXHIBIT B | Assignor: Omnistift Technologies, Inc. Assignee: Credit Managers of California | February 7, 2003 | Reel: 013422 Frame: 0503 |
| EXHIBIT C | Assignor: David Lin; Amit Patel; Sanjay Pujare; Nicholas Ryan Assignee: Omnistift Technologies, Inc. | July 18, 2001 | Reel: 012008 Frame: 0347 |

App. No. : 09/827,030
Filed : April 5, 2001

This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

ENDEAVORS TECHNOLOGY, INC.

Dated: 2/17/04

By: Clay Cover
Clay Cover

Title: Chief Information Officer

Address: 19600 Fairchild Road, Suite 350
Irvine, CA 92612



SEPTEMBER 25, 2003

PTAS

MORRISON & FOERSTER LLP
GLENN M. KUBOTA
555 WEST FIFTH STREET, SUITE 3500
LOS ANGELES, CA 90013

A
Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

**CORRECTED
NOTICE**

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/03/2003

REEL/FRAME: 013939/0521
NUMBER OF PAGES: 15

BRIEF: SALES AND ASSIGNMENT AGREEMENT

ASSIGNOR:

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA, DBA CMA BUSINESS
CREDIT SERVICES

DOC DATE: 05/13/2002

ASSIGNEE:

ENDEAVORS TECHNOLOGY INC.
19600 FAIRCHILD ROAD, SUITE 350
IRVINE, CALIFORNIA 92612

SERIAL NUMBER: 09827030
PATENT NUMBER:

FILING DATE: 04/05/2001
ISSUE DATE:

DOROTHY RILEY, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED
SEP 30 2003
MORRISON & FOERSTER LLP
LOS ANGELES

09/24/2003 11:50 FAX 2138925454
09/03/2003 12:30 FAX 2138825454

MORRISON & FOERSTER #4

4005

MORRISON & FOERSTER #4

4002

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

Form PT-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 6/31/2002)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Credit Managers Association of California
dba CMA Business Credit Services

Additional name(s) of conveying party(ies) Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Sales And Assignment Agreement

Execution Date: May 13, 2002

2. Name and address of receiving party(ies)

Name: Endeavors Technology, Inc.

Internal Address:

Street Address:
18600 Fairchild Road, Suite 350

City: Irvine, California

Country: USA Zip: 92612

Additional name(s) &
address(es) attached: Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: _____

A. Patent Application No.(s): 09/827,030 (filed: 04/05/01) B. Patent No.(s): _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Glenn M. Kubota
MORRISON & FOERSTER LLP
Internal Address: Atty. Dkt: 522132000000
Street Address:
555 West Fifth Street, Suite 3500

City: Los Angeles State: CA Zip: 90013

6. Total number of applications and
patents involved: 1

7. Total fee (37 CFR 3.41). \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to credit card
(Form 2036 enclosed)

8. Deposit account number:

03-1952

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Glenn M. Kubota (44,197)
Name of Person Signing


Signature

September 3, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 15

I hereby certify that this correspondence is being transmitted by facsimile to the following telephone number: 703-308-5995 and
addressed to: M/S Assignment, Recordation Services, Director - U. S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA
22313-1450, on the date shown below.

Dated: September 3, 2003 Signature: _____ (Karin Kauffman)

2005 FORMS 03-22-01-00

PATENT
Docket No. 52213200400

I hereby certify that this correspondence is being transmitted by facsimile to the following telephone number: 703-308-7124 and addressed to: M/S Assignment, Recordation Services, Director - U.S. Patent and Trademark Office, PO Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: September 24, 2003

Signature: Katrin Kauffmann (Katrin Kauffmann)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application No. 09/827,030

Filing Date: April 5, 2001

Inventor: Amit PATEL et al.

For: **CLIENT INSTALLATION AND
EXECUTION SYSTEM FOR STREAMED
APPLICATIONS**

**REQUEST FOR CORRECTION OF
NOTICE OF RECORDATION OF ASSIGNMENT**

Mail Stop Assignment
Recordation Services
Director - U.S. Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Dear Sir:

In proofreading the Notice Of Recordation Of Assignment Document (Notice) dated September 5, 2003, please correct the following:

ASSIGNOR: There is only one (1) assignor. The initials "dba" stand for -doing business as-. Therefore, please list the assignor as follows:

**Credit Managers Association of California
dba CMA Business Credit Services**

ASSIGNEE: The correct spelling of assignee's name is:

ENDEAVORS TECHNOLOGY, INC.

The Recordation Form Cover Sheet and the Sales And Assignment Agreement correctly list one assignor, and the correct spelling of assignee's name.

Enclosed for your convenience are the following documents:

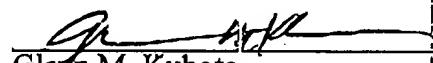
1. Notice of Recordation Of Assignment Document dated September 5, 2003 (1 pg)
2. Recordation Form Cover Sheet dated September 3, 2003 (1 pg)
3. Sales And Assignment Agreement dated May 13, 2002 (14 pp)

It is respectfully requested that a new Notice be issued. This error is believed to be attributable to the Patent Office. Accordingly no fee is necessary for this matter. Should the Commissioner determine otherwise, you are hereby authorized to charge Deposit Account No. 03-1952 referencing docket number 522132000400.

Respectfully submitted,

Dated: September 24, 2003

By:


Glenn M. Kubota
Registration No. 44,197

Morrison & Foerster LLP
555 West Fifth Street, Suite 3500
Los Angeles, California 90013-1024
Telephone: (213) 892-5752
Facsimile: (213) 892-5454

MORRISON & FOERSTER LLP

Attnorneys at Law
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024
Telephone: (213) 892-5200
Facsimile: (213) 892-5454

93 SEP 24 2003

To: M/S Assignment
USPTO Assignment Division **Facsimile:** (703) 308-7124
Telephone: (703) 308-9723

RE: SN 09/827,030 (Amit PATEL et al.)
Our Ref.: 52213-20004.00

From: Katrien Kauffmann **Date:** September 24, 2003

We are transmitting a total of 19 pages (including this page).
Original or hard copy to follow if this box is checked

If you do not receive all pages, please call 213-892-5214 as soon as possible.

Preparer of this slip has confirmed that facsimile number given is correct: 9174/KXK8

This facsimile contains confidential information, which may also be privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute it. If you have received it in error, please advise Morrison & Foerster LLP immediately by telephone or facsimile and return it promptly by mail.

Comments: Please see attached documents.

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SALES AND ASSIGNMENT AGREEMENT

This Sales and Assignment Agreement (this "Agreement") is made as of May 13, 2002 (the "Effective Date"), by and between Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation with its principal place of business at 40 East Verdugo Avenue, Burbank, California 91502 ("Assignor"), and Endeavors Technology, Inc., a California corporation, with its principal place of business at 19700 Fairchild Road, Suite 200, Irvine, California, 92612. ("Assignee"). Assignor and Assignee shall sometimes be referred to hereinafter collectively as the "Parties" and individually as a "Party." All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1 of this Agreement.

RECITALS

WHEREAS, Assignor has acquired the property of Omnisift Technologies, Inc., a Delaware corporation ("Omnisift"), including the "Assigned Property" (defined below), pursuant to that certain General Assignment and that certain Supplement to the General Assignment, both dated May 13, 2002; and,

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interests, on a worldwide basis, including, without limitation, all intellectual property rights, in and to Assigned Property.

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms will have the meanings ascribed to them in this Section:

- 1.1 "Assigned Property" shall have the meaning set forth in Section 2.1 hereof.
- 1.2 "AutoDesk License Agreement" means the license agreement entered into by and between Omnisift, and AutoDesk on or about June 1, 2001, and amended on or about December 17, 2001 and again on or about March 1, 2002.
- 1.3 "Hardware" means the hardware set forth in Exhibit E.
- 1.4 "Patents" mean the patent applications and registrations set forth in Exhibit C, and all other rights and property described in Section 2.1(d) hereof.
- 1.5 "Price" means a one-time payment of two hundred, fifty thousand dollars (US\$ 250,000).
- 1.6 "Proprietary Information" means any confidential or proprietary information, know-how and trade secrets described or comprised in or relating to the Proprietary Products, Hardware, Third Party Products, Patents, and the general business operations of Assignor, that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions, including, without limitation, (a) research, product plans, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings, and business strategies and plans used in and material to or necessary for the operation or use of the Proprietary Products and Third Party Products; (b) all existing business and marketing records for the Proprietary Products, Third Party Products, and Patents, including, without limitation, accounting and operating records, asset ledgers, inventory records, budgets, databases, customer lists, employment and consulting agreements, supplier lists, files, books, correspondence and mailing lists, promotional and advertising materials and brochures and other business records; (c) all business information relating to the AutoDesk License Agreement; and (d) all rights and property described in Section 2.1(b) hereof.
- 1.7 "Proprietary Products" means the products set forth in Exhibit A, including, without limitation,

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(a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof; (c) all media and other tangible property necessary for the transfer thereof from Assignor to Assignee; and (d) all rights and property described in Section 2.1(a) hereof.

1.8 "Third Party Products" means the products set forth in Exhibit B, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof provided by the third-party licensor of such products to Assignor; (c) all rights of Assignor under express or implied warranties from third-party licensors or suppliers with respect to such products; (d) all media and other tangible property necessary for the transfer of such products from Assignor to Assignee; and (e) all rights and property described in Section 2.1(c) hereof.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property Rights and Other Property. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee the following property (the "Assigned Property"):

(a) **Proprietary Products.** All of Assignor's rights, title and interests of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.

(b) **Proprietary Information.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Proprietary Information to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Information.

(c) **Third Party Products.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Third Party Products and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Third Party Products and any license agreements related thereto.

(d) **Patents.** All of Assignor's rights, title and interest of every kind and character throughout the

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world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); all of Assignor's rights in the obligations, responsibilities and/or duties of the inventor(s) of the Patents to assist Assignor in prosecuting the Patents before any governmental patent office or authority (including, but not limited to, the right of Assignor to solely prosecute the Patents without the assistance or involvement of the inventor(s) of such Patent(s)); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Exhibit D. Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

(e) **Hardware.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Hardware and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Hardware and any license agreements related thereto.

2.2 **Later Acquired or Enlarged Rights.** In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned Property than that assigned or licensed hereunder, such later-acquired rights will automatically be subject to this Agreement such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the Effective Date.

2.3 **Appointment.** In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to this Section 2 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor.

3. PAYMENT

In consideration of the assignment of the Assigned Property pursuant to Section 2.1 hereof, Assignee will pay to Assignor the Price, the receipt and full satisfaction of which is hereby acknowledged by the Parties.

4. LIMITATION OF LIABILITY

4.1 **Limitation of Liability Disclaimer.** Assignor represents and warrants only that it has the requisite power and authority to execute, deliver and perform this Agreement. EXCEPT FOR SUCH REPRESENTATION AND WARRANTY, THE ASSIGNED PROPERTY IS BEING SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ASSIGNEE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4.2 **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge that the limitation of liability set forth in this Section 4.2 and the allocation of risk that it implements is an essential element of the bargain agreed to by the

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Parties, without which the Parties would not have entered into this Agreement.

4.3 Assignee for Benefit of Creditors Capacity. Assignee is expressly aware and fully informed that Assignor is selling the Assigned Property exclusively in its capacity as assignee under an Assignment for the Benefit of Creditors. No personal liability to Assignor's agents, officers, directors, or the like for costs, fees or other charges on the Assignor's part is intended, any liability is strictly the liability of the assignment estate received by Assignor from Omnisift.

5. GENERAL

5.1 Assignment. Assignee shall be entitled to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, for the benefit of its creditors, by operation of law or otherwise, this Agreement and any of its rights or obligations of this Agreement. Assignor shall not and shall not have the right to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Assignee. Any purported assignment, sale, transfer, delegation or other disposition by Assignor, except as permitted herein, shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

5.2 Governing Law. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

5.3 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5.4 Entire Agreement. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations, or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought. The rights and remedies of Assignee under this Agreement are in addition to, and cumulative of, the rights and remedies under the Supplement to the General Assignment in its capacity as the CMA Buyer thereunder.

5.5 Counterparts. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

5.6 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

[Signature Page to Follow]

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA

By: 

Name (Print): **ROBERT J. HODER, SECRETARY**

Title: _____

By: _____

Name (Print): _____

Title: _____

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA

By: 

By: _____

Name (Print): **ROBERT I. HODDER, SECRETARY**

Name (Print): _____

Title: _____

Title: _____

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA

By: _____

By: J.B. Hulme

Name (Print): _____

Name (Print): J.B. HULME

Title: _____

Title: CHAIRMAN

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EXHIBIT A

PROPRIETARY PRODUCTS

SOURCE CODE AND REVISION HISTORY:

(EXECUTABLES FOR THE SOURCES BELOW INCLUDE RELEASE VERSIONS 1.3 AND 1.5)

- **XNet Application Set Server**, which streams the requested portions of the XNet Application Set to subscribers.
- **XNet Software Licensing and Metering (SLIM) Server**, which manages subscriber licenses and meters application usage.
- **XNet Data Server**, which provides subscribers with the option of storing their application data files in the XNet Universal WorkSpace for ubiquitous access.
- **XNet Database Server**, which houses subscriber profile and billing (usage) information.
- **XNet Web Server**, which provides a customizable Web interface through which service providers can provision, manage, and maintain subscriber accounts, manage XNet Application Sets, and gain access to usage and performance information.
- **XNet Monitoring Server**, which ensures continuous availability of the Application Set and SLIM servers.
- **XNet Client**, which manages the application environment within the XNet Universal WorkSpace.
- **XNet Cache System**, which brings the functionality of the XNet Application Set Server to the very edge of the Internet. The XNet Cache is embedded in third-party devices (hardware servers, routers, firewalls, and Internet appliances) that can be configured and deployed in a variety of ways, depending upon the capabilities and the design of the device itself.

ADDITIONAL PROPRIETARY PRODUCTS:

- Build System Configuration and Scripts
- Published Application Sets
- User Documentation
- Server Installation Procedures and Scripts
- MS Exchange Discussion Group Data
- QA and Test Procedure Documents

Execution Copy**EXHIBIT B****THIRD PARTY PRODUCTS**

MSDN Enterprise License
Visual Studio
Exabyte Backup System Software
Operating System Licenses for the Hardware
MS Exchange Server
Webgain - 3 or 4 seats
InstallShield 3 or 4 seats
RAR
Perforce - approx. 40 seats

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EXHIBIT C

PATENTS & PATENT APPLICATIONS

| | | | |
|-------------|------------|-------------------|--|
| OMNI-0001PR | 60/201,607 | May 3, 2000 | Method for Efficiently and Securely Delivering Computer Applications Over a Network |
| OMNI-0002 | 09/784,699 | February 14, 2001 | Intelligent Network Streaming and Execution System for Conventionally Coded Applications |
| OMNI-0003 | 09/858,260 | May 15, 2001 | Client-Side Performance Optimization System for Streamed Applications |
| OMNI-0004 | 10/005,729 | November 6, 2001 | Optimized Server for Streamed Applications |
| OMNI-0005 | 09/826,607 | April 5, 2001 | Conventionally Coded Application Conversion System for Streamed Delivery and Execution |
| OMNI-0006 | 09/827,030 | April 5, 2001 | Client Installation and Execution System for Streamed Applications |
| OMNI-0007 | 10/010,147 | November 6, 2001 | Network Caching System for Streamed Applications |
| OMNI-0008 | 09/847,813 | May 1, 2001 | Anti-Piracy System for Remotely Served Computer Applications |
| OMNI-009PR | 60/246,384 | November 6, 2000 | Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications |

Execution Copy

EXHIBIT D

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, CMA Business Credit Services, a California corporation, with offices at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment I attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Endeavors Technology, Inc., a California corporation organized, with offices at 19700 Fairchild Road, Suite 200, Irvine, California 92612 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated May 13, 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 13 day of MAY, 2002.

By: 

Name: ROBERT J. HODER, SECRETARY

Title: _____

Execution Copy

[STATE OF _____)

ss.

COUNTY OF _____)

On _____, 200_____, before me, the undersigned notary public in and for said County and state,
personally appeared _____

____ personally known to me (or)

____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to
me that _____ executed the same in _____ authorized capacity(ies) and that by
_____ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s)
acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on _____

Execution Copy

ATTACHMENT 1

PATENTS & PATENT APPLICATIONS

| | | | |
|-------------|------------|-------------------|--|
| OMNI-0001PR | 60/201,607 | May 3, 2000 | Method for Efficiently and Securely Delivering Computer Applications Over a Network |
| OMNI-0002 | 09/784,699 | February 14, 2001 | Intelligent Network Streaming and Execution System for Conventionally Coded Applications |
| OMNI-0003 | 09/858,260 | May 15, 2001 | Client-Side Performance Optimization System for Streamed Applications |
| OMNI-0004 | 10/005,729 | November 6, 2001 | Optimized Server for Streamed Applications |
| OMNI-0005 | 09/826,607 | April 5, 2001 | Conventionally Coded Application Conversion System for Streamed Delivery and Execution |
| OMNI-0006 | 09/827,030 | April 5, 2001 | Client Installation and Execution System for Streamed Applications |
| OMNI-0007 | 10/010,147 | November 6, 2001 | Network Caching System for Streamed Applications |
| OMNI-0008 | 09/847,813 | May 1, 2001 | Anti-Piracy System for Remotely Served Computer Applications |
| OMNI-009PR | 60/246,384 | November 6, 2000 | Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications |

Execution Copy

EXHIBIT E

HARDWARE

LIST OF HARDWARE TO BE TRANSFERRED PURSUANT TO THIS AGREEMENT

| Description | Serial Number |
|---|---------------|
| 400/800GB 8MM MAMMOTH LVD 1DR 20 SLOT EXB220R | 11014216 |
| Dell Poweredge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache | 569200B |
| Dell Poweredge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache | 7B9200B |
| Dell Poweredge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache | DVL200B |
| Dell Poweredge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache | FKR620B |
| Dell PowerEdge 2450 Base, P3, 733MHz Processor w/256K Cache | 32JB301 |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | STEHQ |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | STERR |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | STEBT |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | STECB |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | 1S03001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | 2S03001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | 3S03001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | DWJW001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | JR03001 |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | 3KY520B |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | CXJW001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | DXJW001 |
| Rack for Dell PowerEdge Base, Black, Factory Install | HQC100B |
| Rack for Dell PowerEdge Base, Black, Factory Install | DCYH20B |
| Cisco C3524-XL-EN 24PT | SFAA0404J0KM |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | 3B6G301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | 496G301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | 596G301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | 72JB301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | B2JB301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | P96G301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | G96G301 |
| Dell IU LCD panel/keyboard | H53F301 |
| Rack for Dell PowerEdge Base, Black, Factory Install, Smartups 3000 | |
| Backup tapes of source code | |



FEBRUARY 12, 2003

PTAS

MORRISON & FOERSTER LLP
TODD WIGHT
555 WEST FIFTH STREET, SUITE 3500
LOS ANGELES, CA 90013-1024

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

700023940A

700023940A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/07/2003

REEL/FRAME: 013422/0503

NUMBER OF PAGES: 26

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

OMNISHIFT TECHNOLOGIES, INC.

DOC DATE: 05/13/2002

ASSIGNEE:

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA
40 EAST VERDUGO AVENUE
BURBANK, CALIFORNIA 91502

SERIAL NUMBER: 09827030

FILING DATE: 04/05/2001

PATENT NUMBER:

ISSUE DATE:

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
PATENTS ONLYPatent and Trademark Office
Docket No. 522132/00400

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Omnishift Technologies, Inc.Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

 Assignment
 Security Agreement
 Other: Merger
 Change of Name

Execution Date: May 13, 2002

2. Name and address of receiving party(ies):

Name: Credit Managers Association of California
Internal Address:
Street Address: 40 East Verdugo Avenue
City: Burbank, State: California ZIP: 91503Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 09/827,030

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Todd W. Wight
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

 Enclosed Authorized to be charged to deposit account, referencing Attorney Docket 522132/000400

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Todd W. Wight
Registration No. (43,218)

Signature

February 7, 2003
Date

Total number of pages comprising cover sheet, attachments and document: 26

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

oc-251484

GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 13th day of May, 2002,

BY Omni Shift Technologies, Inc.

OF address 3080 North First Street

in the City of San Jose, County of Santa Clara State of California,

FEDERAL TAX IDENTIFICATION NUMBER:

party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, party of the second part, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture, fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove, Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$20,000, or a fee of 8% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

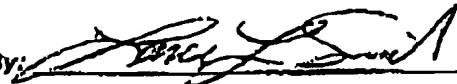
The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: 

By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: _____

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: George L. Smith

By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: D. J. Hodder

ROBERT J. HODER, SECRETARY

CONSENT OF DIRECTORS TO HOLD MEETING

3080 North First Street, San Jose, California

May 15

2002

We, the undersigned, being all of the directors of the Omni-Shift Technologies a corporation, organized under the laws of the State of Delaware, assembled this day at the office of the Corporation

at San Jose, California, do hereby consent that a meeting of said directors be held at this time and place for the transaction of such business as may come before the meeting, and waive any notice of said meeting.

MINUTES OF THE MEETING

3080 North First Street San Jose, California, May 15, 2002

At a meeting of the directors of the Omni-Shift Technologies a corporation, held at the office of the Company

on 30

California, at

130 o'clock P M., the following directors were present:

Atty Raza, Don Basile, Wayne Berglund
Lucky Shah, Sudhar Ramkrishnan

Absent:

The President announced that the purpose of the meeting was to consider the financial condition of the company and the advisability of making a general assignment for the benefit of creditors.

On motion by Don Basile, seconded by Atty Raza, the following resolution was adopted, to-wit:

BE IT RESOLVED:

That any two of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, in meeting assembled, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services, for the pro rata benefit of all creditors of this corporation, and that any two officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit

Services (Assignee), and they are also authorized and directed to execute and deliver to said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice-President.



Lance L. Smith

Lance L. Smith

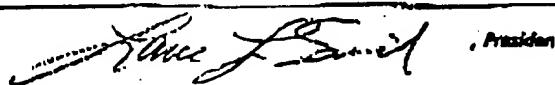
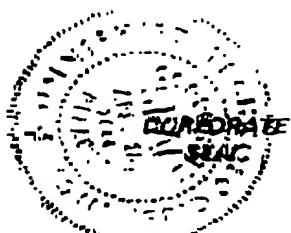
President of the Omnishift Technologies, Inc., a corporation, do hereby certify

that the foregoing is a true and correct copy of the minutes of the meeting of directors held in Sun. Jan 30 at the place and hour stated and that the resolution contained in said minutes was adopted by the directors of said meeting and the same has not been modified or rescinded.

Dated

May 13

2002



Lance L. Smith

President

CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of 21,647,201 shares of stock, being more than 50% of the subscribed and issued stock of Omnisift Technologies, Inc., a corporation, do hereby give our consent to the within assignment and transfer of the property of said corporation.

| NAME | SHARES HELD | PERCENT |
|-------------------------|-------------------|---------------|
| Karma Foundations, INC. | 15,071,201 | 54.32% |
| Lucky Shah | 2,448,000 | 8.82% |
| Sridhar Ravatricharan | 4,128,000 | 14.88% |
| | <u>21,647,201</u> | <u>78.02%</u> |

SUPPLEMENT TO THE GENERAL ASSIGNMENT

THIS SUPPLEMENT TO THE GENERAL ASSIGNMENT (this "Supplement"), made this 14 day of May, 2002, By OMNISHIFT TECHNOLOGIES, INC., a Delaware corporation, located at San Jose, California, FEDERAL TAX IDENTIFICATION NUMBER: 77-0540818 party of the first part, hereinafter referred to as "Assignor," to Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation, located at 40 East Verdugo Avenue, Burbank, California 91502, party of the second part, hereinafter referred to as "Assignee." All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1 of this Assignment.

I. DEFINITIONS

For the purposes of this Supplement, the following terms will have the meanings ascribed to them in this Section 1:

- 1.1 "Assigned IP Property" shall have the meaning set forth in Section 2.1 hereof.
- 1.2 "AutoDesk License Agreement" means the license agreement entered into by and between Assignor and AutoDesk on or about June 1, 2001, and amended on or about December 17, 2001 and again on or about March 1, 2002.
- 1.3 "CMA Buyer" shall have the meaning set forth in Section 3.2 hereof.
- 1.4 "Hardware" means the hardware set forth in Schedule 5 of Exhibit A attached hereto.
- 1.5 "Patents" shall mean the patent applications and registrations set forth in Schedule 3 of Exhibit A, and all other rights and property described in Section 2.1(d) hereof.
- 1.6 "Proprietary Information" means any confidential or proprietary information, know-how and trade secrets described or comprised in or relating to the Proprietary Products, Hardware, Third Party Products, Patents, and the general business operations of Assignor, that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions, including, without limitation, (a) research, product plans, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings and business strategies and plans used in and material to or necessary for the operation or use of the Proprietary Products and Third Party Products, (b) all existing business and marketing records for the Proprietary Products, Third Party Products, and Patents, including, without limitation, accounting and operating records, asset ledgers, inventory records, budgets, databases, customer lists, employment and consulting agreements, supplier lists, files, books, correspondence and mailing lists, promotional and advertising materials and brochures and other business records; (c) all business information relating to the AutoDesk License Agreement; and (d) all rights and property described in Section 2.1(b) hereof.
- 1.7 "Proprietary Products" means the products set forth in Schedule 1 of Exhibit A, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates,

enhancements, new versions or previous versions thereof; (c) all media and other tangible property necessary for the transfer thereof from Assignor to Assignee; and (d) all rights and property described in Section 2.1(a) hereof.

1.8 "Third Party Products" means the products set forth in Schedule 2 of Exhibit A, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof provided by the third-party licensor of such products to Assignor; (c) all rights of Assignor under express or implied warranties from third-party licensors or suppliers with respect to such products; (d) all media and other tangible property necessary for the transfer of such products from Assignor to Assignee; and (e) all rights and property described in Section 2.1(e) hereof.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property Rights and Other Property. Without limiting the generality of the assignments set forth in the General Assignment, which is being supplemented hereby, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee and its successors and assigns the following property (the "Assigned IP Property"):

(a) Proprietary Products. All of Assignor's rights, title and interests of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignee may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.

(b) Proprietary Information. All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Proprietary Information to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or

violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignee may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Information.

(c) **Third Party Products.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Third Party Products and any license agreements related thereto to the full extent of its rights or interest therein (if any). Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Third Party Products and any license agreements related thereto.

(d) **Patents.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign parent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); all of Assignor's rights in the obligations, responsibilities and/or duties of the inventor(s) of the Patents to assist Assignor in prosecuting the Patents before any governmental patent office or authority (including, but not limited to, the right of Assignor to solely prosecute the Patents without the assistance or involvement of the inventor(s) of such Patents); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Schedule 4 to Exhibit A hereto. Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

(e) **Hardware.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Hardware and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Hardware and any license agreements related thereto.

2.2 **Later Acquired or Enlarged Rights.** In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned IP Property than that assigned or licensed hereunder, such later-acquired rights will automatically be subject to the General Assignment such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the effective date of the General Assignment.

2.3 Appointment. In the event that Assignee is unable for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to Section 2.1 hereof to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned IP Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor. Such designation and appointment shall pass to the CMA Buyer upon completion of the sale of the Assigned IP Property to the CMA Buyer, whereby the CMA Buyer and its duly authorized officers and agents shall be designated and appointed Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor.

3. REPRESENTATIONS AND WARRANTIES

3.1 Omnistift represents and warrants:

- (a) Authority. That Omnistift has the full power and authority to enter into this Supplement and the General Assignment and to perform its obligations hereunder and thereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which Omnistift is a party or is otherwise bound. Omnistift will not execute any agreement inconsistent with the General Assignment or this Supplement or to the detriment of any Assigned IP Property being assigned by the Assignment.
- (b) Title. That Omnistift is the lawful owner and/or licensor of all rights, title and interests in and to the Assigned IP Property assigned pursuant to the General Assignment and this Supplement and has the unrestricted right to assign the Assigned IP Property free and clear of any encumbrances, liens, registrations or claims of any nature.
- (c) Complete Assignment. That there are no ideas, processes, inventions, discoveries, patents, copyrights, technology, records or data pertaining to the Assigned IP Property that are excluded from the operation of the General Assignment or this Supplement.
- (d) Non-Infringement. That (i) the Assigned IP Property does not infringe, misappropriate or violate any intellectual property or other right of any third party, (ii) there is no basis for a claim of such infringement, misappropriation or violation; and (iii) no other person or entity is infringing, and no intellectual property owned or used by another person or entity infringes or conflicts with, any of the Assigned IP Property assigned pursuant to the General Assignment and this Supplement.
- (e) Confidentiality. That Omnistift has taken all measures and precautions reasonably necessary to protect the confidentiality and value of the Assigned IP Property.
- (f) Deliverables. That, as of the date on which the General Assignment is made, Omnistift has delivered to CMA all media, including, without limitation, all disks, tapes,

CDs and other tangible property necessary for the transfer of the Assigned IP Property from Omnistift to CMA pursuant to the terms and conditions of the General Assignment and this Supplement.

(g) Conformance With Law. That the Assigned IP Property complies with all applicable governmental regulations, rules and guidelines.

3.2 Omnistift makes the representations and warranties set forth in this Section 3 for the direct benefit of CMA and any person or entity to whom CMA sells or assigns the Assigned IP Property (the "CMA Buyer"), and to induce the CMA Buyer to purchase the Assigned IP Property; and Omnistift agrees that such representations and warranties, and each and every obligation of Omnistift under this Supplement, shall be enforceable by the CMA Buyer as an express, direct third-party beneficiary with respect thereto. The rights and remedies of the CMA Buyer as third-party beneficiary of this Supplement are in addition to, and shall in no way limit, the rights and remedies available to the CMA Buyer as an assignee of CMA under the General Assignment and this Supplement.

3.3 Omnistift agrees to execute and deliver to CMA or the CMA Buyer (as applicable) all instruments and documents, and to take all such further action, as may be requested by CMA or the CMA Buyer (as applicable) for the better assuring and confirming to CMA or the CMA Buyer (as applicable) all or any part of the Assigned IP Property or to facilitate the carrying out of this Supplement and the General Assignment. Omnistift hereby irrevocably appoints CMA and the CMA Buyer (as applicable) in its name, place and stead, in any and all capacities, if Omnistift fails to perform hereunder or under the General Assignment, to do any and all acts that Omnistift is obligated hereby or thereby to do, all for the purpose described in the preceding sentence.

4. GENERAL PROVISIONS

4.1 Applicable Law. THIS SUPPLEMENT AND THE GENERAL ASSIGNMENT HAVE BEEN EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

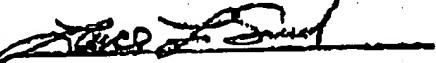
4.2 Headings. Section headings in this Supplement are included herein for convenience of reference only and shall not constitute a part of this Supplement for any other purpose or be given any substantive effect.

[Signature Page to Follow]

Execution Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year
first above written.

OMNISERF TECHNOLOGIES, INC., Delaware
corporation:

By: 

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA - California corporation, doing
business as CMA BUSINESS CREDIT
SERVICES:

By: 

ROBERT J. HODER, SECRETARY

6
4-566167

Execution Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

OMNISHIFT TECHNOLOGIES, INC., Delaware corporation:

By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA a California corporation, doing business as CMA BUSINESS CREDIT SERVICES:

By: Robert J. Hoder

ROBERT J. HODER, SECRETARY

Execution Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year
first above written.

OMNISHIFT TECHNOLOGIES, INC., Delaware
corporation:

By: 

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA a California corporation, doing
business as CMA BUSINESS CREDIT
SERVICES:

By: 

Execution Copy

EXHIBIT A

**INTELLECTUAL PROPERTY AND OTHER PROPERTY BEING ASSIGNED
BY THE GENERAL ASSIGNMENT AND SUPPLEMENT ARE SET FORTH IN SCHEDULES 1
THROUGH 5**

A-1

la-566367

SCHEDULE 1
PROPRIETARY PRODUCTS

SOURCE CODE AND REVISION HISTORY:

(EXECUTABLES FOR THE SOURCES BELOW INCLUDE RELEASE VERSIONS 1.3 AND 1.5)

- **XNet Application Set Server**, which streams the requested portions of the XNet Application Set to subscribers.
- **XNet Software Licensing and Metering (SLIM) Server**, which manages subscriber licenses and meters application usage.
- **XNet Data Server**, which provides subscribers with the option of storing their application data files in the XNet Universal WorkSpace for ubiquitous access.
- **XNet Database Server**, which houses subscriber profile and billing (usage) information.
- **XNet Web Server**, which provides a customizable Web interface through which service providers can provision, manage, and maintain subscriber accounts, manage XNet Application Sets, and gain access to usage and performance information.
- **XNet Monitoring Server**, which ensures continuous availability of the Application Set and SLIM servers.
- **XNet Client**, which manages the application environment within the XNet Universal WorkSpace.
- **XNet Cache System**, which brings the functionality of the XNet Application Set Server to the very edge of the Internet. The XNet Cache is embedded in third-party devices (hardware servers, routers, firewalls, and Internet appliances) that can be configured and deployed in a variety of ways, depending upon the capabilities and the design of the device itself.

ADDITIONAL PROPRIETARY PRODUCTS:

- Build System Configuration and Scripts
- Published Application Sets
- User Documentation
- Server Installation Procedures and Scripts
- MS Exchange Discussion Group Data
- QA and Test Procedure Documents

SCHEDULE 2

THIRD PARTY PRODUCTS

MSDN Enterprise Licenses
Visual Studio
Exabyte Backup System Software
Operating System Licenses for the Hardware
MS Exchange Server
Webgain - 3 or 4 seats
InstallShield 3 or 4 seats
RAR
Perforce • approx. 40 seats

SCHEDULE 3
PATENTS & PATENT APPLICATIONS

| Application Number | Serial No. | Issue Date | Description |
|-----------------------|------------|-------------------|--|
| OMNI-0001PR | 60/201,607 | May 3, 2000 | Method for Efficiently and Securely Delivering Computer Applications Over a Network |
| OMNI-0002 | 09/784,699 | February 14, 2001 | Intelligent Network Streaming and Execution System for Conventionally Coded Applications |
| OMNI-0003 | 09/858,260 | May 15, 2001 | Client-Side Performance Optimization System for Streamed Applications |
| OMNI-0004 | 10/005,729 | November 6, 2001 | Optimized Server for Streamed Applications |
| OMNI-0005 | 09/826,607 | April 5, 2001 | Conventionally Coded Application Conversion System for Streamed Delivery and Execution |
| OMNI-0006 | 09/827,030 | April 5, 2001 | Client Installation and Execution System for Streamed Applications |
| OMNI-0007 | 10/010,147 | November 6, 2001 | Network Caching System for Streamed Applications |
| OMNI-0008 | 09/847,813 | May 1, 2001 | Anti-Piracy System for Remotely Served Computer Applications |
| OMNI-009PR | 60/246,384 | November 6, 2000 | Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications |

SCHEDULE 4

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Omnisift Technologies, Inc. a corporation, with offices at San Jose, California _____ ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment 1, attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation, with its principal place of business at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated April 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

Now, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 13 day of May, 2002.

By:

Lance L. Smith

Name:

Lance L. Smith

Title:

President

STATE OF California

COUNTY OF Santa Clara

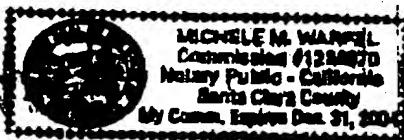
) ss.

On 14th of May, 2003 before me, the undersigned Notary Public in and for said County and State, personally Lance L. Smith appeared.

personally known to me [or]
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) Lance L. Smith is subscribed to the within instrument and acknowledged to me that Lance L. Smith executed the same in document authorized capacity(ies) and that, by Lance L. Smith signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Michelle Warfield

My commission expires on

12-31-2004

S4-2

1a-566367

ATTACHMENT 1

PATENTS & PATENT APPLICATIONS

| ATTACHMENT 1 | PATENTS & PATENT APPLICATIONS | |
|--------------|-------------------------------|-------------------|
| ATTACHMENT 1 | PATENTS & PATENT APPLICATIONS | |
| OMNI-0001PR | 60/201,607 | May 3, 2000 |
| | | |
| OMNI-0002 | 09/784,699 | February 14, 2001 |
| | | |
| OMNI-0003 | 09/858,260 | May 15, 2001 |
| | | |
| OMNI-0004 | 10/005,729 | November 6, 2001 |
| | | |
| OMNI-0005 | 09/826,607 | April 5, 2001 |
| | | |
| OMNI-0006 | 09/827,030 | April 5, 2001 |
| | | |
| OMNI-0007 | 10/010,147 | November 6, 2001 |
| | | |
| OMNI-0008 | 09/847,813 | May 1, 2001 |
| | | |
| OMNI-009PR | 60/246,384 | November 6, 2000 |
| | | |

SCHEDULE 5

HARDWARE

LIST OF HARDWARE TO BE TRANSFERRED PURSUANT TO THIS AGREEMENT:

| Description | Serial Number |
|---|---------------|
| 400/800GB 8MM MAMMOTH LVD IDR 20 SLOT EXB220R 11014216 Dell Poweredge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache | 569200B |
| Dell Poweredge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache | 7B9200B |
| Dell Poweredge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache | DVL200B |
| Dell Poweredge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache | FKR620B |
| Dell PowerEdge 2450 Base, P3, 733MHz Processor w/256K Cache | 32JB301 |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | STEBO |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | STEBR |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | STEBT |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | STEBC |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | 1S03001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | 2S03001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | 3S03001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | DWJW001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | JR03001 |
| Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache | 3KY520B |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | CXJW001 |
| Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache | DXJW001 |
| Rack for Dell PowerEdge Base, Black, Factory Install | HQC100B |
| Rack for Dell PowerEdge Base, Black, Factory Install | DCYH20B |
| Cisco C3524-XL-EN 24PT | SPAA0404J0K |

M

| | |
|---|---------|
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | 3B6G301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | 496G301 |
| Dell PowerEdge 2430 Base, P3, 733 MHz Processors with 256 Cache | 596G301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | 72JB301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | B2JB301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | F96G301 |
| Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache | G96G301 |
| Dell IU LCD panel/keyboard | |
| Rack for Dell PowerEdge Base, Black, Factory Install, | |
| Smartups 3000 | H53F301 |
| Backup tapes of source code | |

EXHIBIT D

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, CMA Business Credit Services, a California corporation, with offices at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment J attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Endeavors Technology, Inc., a California corporation organized, with offices at 19700 Fairchild Road, Suite 200, Irvine, California 92612 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated May , 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this day of , 2002.

By:

Name: _____

Tides

Execution Copy

[STATE OF California]

COUNTY OF Los Angeles)

)ss.

On May 10, 2003 before me, the undersigned notary public in and for said County and State, personally Ronald Herde appeared

X

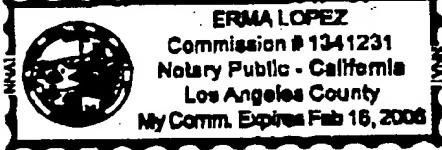
personally known to me (or)

—

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) RS subscribed to the within instrument and acknowledged to me that he executed the same in my authorized capacity(ies) and that, by his signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



My commission expires on

Feb 16, 2008



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



SEPTEMBER 28, 2001

PTAS

MICHAEL A. GLENN
3475 EDISON WAY, STE. L
MENLO PARK, CA 94025

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/18/2001

REEL/FRAME: 012008/0347

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LIN, DAVID

DOC DATE: 04/10/2001

ASSIGNOR:

PATEL, AMIT

DOC DATE: 03/21/2001

ASSIGNOR:

PUJARE, SANJAY

DOC DATE: 03/21/2001

ASSIGNOR:

RYAN, NICHOLAS

DOC DATE: 03/21/2001

ASSIGNEE:

OMNISHIFT TECHNOLOGIES, INC.
451 EL CAMINO REAL
SANTA CLARA, CALIFORNIA 95050

SERIAL NUMBER: 09827030

FILING DATE: 04/05/2001

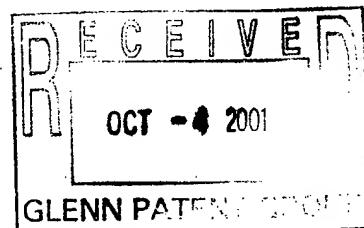
PATENT NUMBER:

ISSUE DATE:

DOCKETED *SL*

By _____

Date: *10/15/01*



DIANE RUSSELE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

JUL 18 2001

PATENT AND TRADEMARK OFFICE

07-31-2001



FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

101792306

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

7-18-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
 Document ID#
 Correction of PTO Error
 Reel # Frame #
Corrective Document
 Reel # 11708 Frame # 473

Conveyance Type

Assignment Security Agreement
 License Change of Name
 Merger Other
U.S. Government
 (For Use ONLY by U.S. Government Agencies)
 Departmental File Secret File

Conveying Party(ies)

Name (line 1) David

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
4/10/01

Name (line 2) Lin

Execution Date
Month Day Year
3/21/01

Second Party

Name (line 1) Amit

Name (line 2) Patel

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Omnisift Technologies, Inc.

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1) 451 El Camino Real

Address (line 2)

Address (line 3) Santa Clara

City

State/County

95050

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

07/24/2001 COIA#1 00000125 071445 09827030

10 101361

40.00 CH

Correspondent Name and Address

Area Code and Telephone Number **[650-474-8400]**

Name **Michael A. Glenn**

Address (line 1) **3475 Edison Way, Ste. L**

Address (line 2) **Menlo Park, CA 94025**

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

[1]

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/827,030

| | | |
|-------------------|----------|----------|
| 09/827,030 | | |
| | | |
| | | |

Patent Number(s)

| | | |
|----------|----------|----------|
| | | |
| | | |
| | | |

Month Day Year

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT PCT PCT

only if a U.S. Application Number PCT PCT PCT
has not been assigned.

Number of Properties

Enter the total number of properties involved. # **[1]**

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **[40.00]**

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # **[07-1445]**

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael A. Glenn


7/18/01

Name of Person Signing

Signature

Date

JUL 18 2001

FORM PTO-1619C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
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PATENT

Conveying Party(ies)

Enter additional Conveying Parties

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

3/21/01

Name (line 1) Sanjay

Name (line 2) Pujare

Name (line 1) Nicholas

Name (line 2) Ryan

Name (line 1) []

Name (line 2) []

Receiving Party(ies)

Enter additional Receiving Party(ies)

Mark if additional names of receiving parties attached

Name (line 1) []

Name (line 2) []

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Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Patent Application Number(s)

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Patent Number(s)

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ASSIGNMENT

WHEREAS, we, David LIN, Amit PATEL, Sanjay PUJARE, and Nicholas RYAN, hereinafter referred to as "ASSIGNORS", have invented certain new and useful improvements, as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: CLIENT INSTALLATION AND EXECUTION SYSTEM FOR STREAMED APPLICATIONS

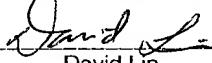
U.S. Serial No. 09/827,030 filed 4/5/01

WHEREAS, Omnishift Technologies, Inc., a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at 451 El Camino Real, Santa Clara, California 95050, hereinafter referred to as "ASSIGNEE", is desirous of acquiring the entire right, title, and interest in the said invention and application and in any Letters Patent which may be granted with regard to the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable consideration, ASSIGNORS have sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto the said ASSIGNEE, and ASSIGNEE'S successors and assigns, all right, title, and interest in and to said invention, said application for United States Letters Patent and any Letters Patent which may be hereafter granted on the same in the United States and all countries throughout the world, including any divisions, renewals, continuations in whole or part, substitutions, conversions, reissues, revivals, prolongation, or extensions thereof, said interest to be held and enjoyed by said ASSIGNEE as fully and exclusively as it would have been held and enjoyed by said ASSIGNORS had this assignment and transfer not been made, for all time.

ASSIGNORS further agree that they will, without charge to said ASSIGNEE, but at ASSIGNEE'S expense, cooperate with ASSIGNEE in the prosecution of said application and/or applications, execute, verify, acknowledge, and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as ASSIGNEE may lawfully request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said ASSIGNEE, or ASSIGNEE'S successors and assigns.

IN TESTIMONY WHEREOF, ASSIGNORS have hereunto signed their names to the assignment on the date indicated below.

 4/10/2001
David Lin

Amit Patel

Sanjay Pujare

Nicholas Ryan

On this _____ day of _____, in the year of _____, before me, the undersigned notary public, personally appeared the above-named ASSIGNORS, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

STATE OF _____ -)
COUNTY OF _____) ss.
)
NOTARY



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 03, 2001

PTAS

MICHAEL A. GLENN
3475 EDISON WAY, STE. L
MENLO PARK, CA 94025

OMNISHIFT



101687983A

UNITED STATES PATENT AND TRADEMARK OFFICE
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/05/2001

REEL/FRAME: 011708/0473
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PATEL, AMIT

DOC DATE: 03/21/2001

ASSIGNOR:

PUJARE, SANJAY

DOC DATE: 03/21/2001

ASSIGNOR:

RYAN, NICHOLAS

DOC DATE: 03/21/2001

ASSIGNEE:

OMNISHIFT TECHNOLOGIES, INC.
451 EL CAMINO REAL
SANTA CLARA, CALIFORNIA 95050

SERIAL NUMBER: 09827030
PATENT NUMBER:

FILING DATE: 04/05/2001
ISSUE DATE:

RECEIVED
JUL 09 2001
MICHAEL GLENN

011708/0473 PAGE 2

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
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US PTO
JC986 1827030
6/01

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Submission Type

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 Correction of PTO Error
Reel # Frame #
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Reel # Frame #

Conveyance Type

Assignment Security Agreement
 License Change of Name
 Merger Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
 Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached **Execution Date**
Month Day Year
3/21/01

Name (line 1) **Amit**

Name (line 2) **Patel**

Second Party

Name (line 1) **Sanjay**

Name (line 2) **Pujare**

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) **Omnishift Technologies, Inc.**

Name (line 2)

Address (line 1) **451 El Camino Real**

Address (line 2)

Address (line 3) **Santa Clara**

City

CA

State/Country

95050

Zip Code

If document to be recorded
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

04/24/2001 TDI1Z1 00000191 071445 09827030

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number **650-474-8400**

Name **Michael A. Glenn**

Address (line 1) **3475 Edison Way, Ste. L**

Address (line 2) **Menlo Park, CA 94025**

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. **# 1**

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/827030

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT PCT PCT

only if a U.S. Application Number
has not been assigned.

PCT PCT PCT

Number of Properties

Enter the total number of properties involved. **# 1**

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

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Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1445

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael A. Glenn

4/5/01

Name of Person Signing

Signature

Date

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Expires 06/30/99
OMB 0651-0027

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CONTINUATION
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Patent and Trademark Office
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Conveying Party(ies)

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Name (line 1)

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3/21/01

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

IC986 U.S. PTO
09/82/01
04/05/01

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of a domestic representative
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Assignment.)

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Address (line 1)

Address (line 2)

Address (line 3)

City

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Patent Application Number(s)

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Patent Number(s)

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NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable consideration, ASSIGNORS` have sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto the said ASSIGNEE, and ASSIGNEE'S successors and assigns, all right, title, and interest in and to said invention, said application for United States Letters Patent and any Letters Patent which may be hereafter granted on the same in the United States and all countries throughout the world, including any divisions, renewals, continuations in whole or part, substitutions, conversions, reissues, revivals, prolongation, or extensions thereof, said interest to be held and enjoyed by said ASSIGNEE` as fully and exclusively as it would have been held and enjoyed by said ASSIGNEE` had this assignment and transfer not been made, for all time.

ASSIGNORS further agree that they will, without charge to said ASSIGNEE` , but at ASSIGNEE'S expense, cooperate with ASSIGNEE in the prosecution of said application and/or applications, execute, verify, acknowledge, and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as ASSIGNEE` may lawfully request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said ASSIGNEE` , or ASSIGNEE'S successors and assigns.

IN TESTIMONY WHEREOF, ASSIGNORS` have hereunto signed their names to the assignment on the date indicated below.

Amit Patel
Amit Patel

Sanjay Pujare
Sanjay Pujare

Nicholas Ryan
Nicholas Ryan

On this _____ day of _____, in the year of _____, before me, the undersigned notary public, personally appeared the above-named ASSIGNORS, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

STATE OF _____)
COUNTY OF _____) ss.
NOTARY _____